

8353 SIERRA AVENUE  
FONTANA, CALIFORNIA 92335-3598

DATA OF AMERICA  
16-66/1220

00444

CHECK DATE  
02/25/14

CHECK NO.  
53444

AMOUNT	\$*****645.02*
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PAY THE SUM OF SIX HUNDRED FORTY FIVE DOLLARS & 02 CENTS

TO THE TASER INTERNATIONAL  
ORDER 17800 NORTH 85TH STREET  
OF SCOTTSDALE AZ 85255-9306

**VOID AFTER 90 DAYS**

053444 12200066 000244280249

53444

VENDOR NO. 00082335

CHECK NO. 53444

ACCOUNT		PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
40322101	8010		SI1348017	300.29	BATTERY PACK, HOLSTER
40322101	8013		SI1348017	344.73	BATTERY PACK, HOLSTER

00082335 TASER INTERNATIONAL

### Security Features Included



Remit Payment to:  
TASER International  
PO BOX 29661-2018  
PHOENIX, AZ 85038-9661  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Invoice

Invoice No ..... SI1348017  
Invoice date ..... 2/7/2014  
Page ..... 1 of 1  
Sales order ..... SO140005025  
Purchase order ..... Q00021465  
Your ref. ....  
Our ref. .... Admin  
Payment ..... Net 30  
Invoice account ..... 107236  
RMA number .....  
Mode of delivery ..... Fedex - Ground  
Terms of delivery ..... FOB Scottsdale (No

BILL TO:  
FONTANA POLICE DEPT.  
17005 UPLAND AVENUE  
FONTANA, CA 92335

SHIP TO:  
FONTANA POLICE DEPT.  
17005 UPLAND AVENUE  
FONTANA, CA 92335

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
11010	X1	XPPM, BATTERY PACK, X26P	2	2	0	61.95	123.90
11504	X1	HOLSTER, BLACKHAWK, LEFT, X26P	2	2	0	51.75	103.50
44972	A	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	3	3	0	34.95	104.85
80000	A	TARGET, CONDUCTIVE, 2 PART, BACK	1	1	0	12.95	12.95
80001	A	TARGET, CONDUCTIVE, 2 PART, FRONT	1	1	0	12.95	12.95
26701	N	XDPM BATTERY PK ASSEMBLED	3	3	0	40.75	122.25
44973	A	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	3	3	0	34.95	104.85

Vendor #: 00082335

P.O.#: none Partial [ ] Complete ☒

Amount \$: \$645.02

Account #: See Right

Approved By: [Signature]

Reviewed By: \_\_\_\_\_

mb 40322101.8010 - \$300.29  
40322101.8013 - \$344.73

2/18/14

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 3/9/2014

Sales Amount	585.25
Misc./Handling	0.00
Shipping Freight & Handling	12.95
Sales Tax	46.82
Total	645.02
Amount Received	0.00
<b>BALANCE DUE</b>	<b>645.02 US</b>



TASER International  
17800 N 85TH STREET  
SCOTTSDALE, AZ 85255  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Packing slip

Packing slip .....: PKG 585558  
Ship date .....: 2/7/2014  
Page .....: 1 of 2  
Sales order .....: SO140005025  
Customer account .....: 107236  
Purchase order .....: Q00021465  
Your ref. ....  
Sales rep. ....: Admin  
Ship Via .....: Fedex - Ground  
Terms of delivery .....: FOB Scottsdale (No  
RMA number .....

### BILL TO:

FONTANA POLICE DEPT.  
17005 UPLAND AVENUE  
FONTANA, CA 92335

### SHIP TO:

FONTANA POLICE DEPT.  
ATTN: MATT KRAUT  
17005 UPLAND AVENUE  
FONTANA, CA 92335

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
11010	X1	XPPM, BATTERY PACK, X26P	2.00	EA	2.00
11504	X1	HOLSTER, BLACKHAWK, LEFT, X26P	2.00	EA	2.00
44972	A	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	3.00	EA	3.00
80000	A	TARGET, CONDUCTIVE, 2 PART, BACK	1.00	EA	1.00
80001	A	TARGET, CONDUCTIVE, 2 PART, FRONT	1.00	EA	1.00
26701	N	XDPM BATTERY PK ASSEMBLED	3.00	EA	3.00
44973	A	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	3.00	EA	3.00

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

### BOX: 0001

Item: 11010	XPPM, BATTERY PACK, X26P	Quantity:	2.00
Item: 11504	HOLSTER, BLACKHAWK, LEFT, X26	Quantity:	2.00
Item: 26701	XDPM BATTERY PK ASSEMBLED	Quantity:	3.00
Item: 44972	HOLSTER, R, X26, BLACKHAWK, 44	Quantity:	3.00
Item: 44973	HOLSTER, L, X26, BLACKHAWK, 44	Quantity:	3.00

### BOX: 0002

Item: 80000	TARGET, CONDUCTIVE, 2 PART, B/	Quantity:	1.00
Item: 80001	TARGET, CONDUCTIVE, 2 PART, FF	Quantity:	1.00

TOTAL QUANTITY ORDERED

15.00

TOTAL QUANTITY SHIPPED

15.00

AI

**CITY OF FONTANA**8353 SIERRA AVENUE  
FONTANA, CA 92335**REMITTANCE TO ACCOUNTS PAYABLE**8353 SIERRA AVENUE  
FONTANA, CA 92335**PURCHASE ORDER NO. 150353**

PAGE NO. 1

Confirming - No

rdillon@taser.com

VENDOR  
00082335 FAX: 480-658-0734  
TASER INTERNATIONAL  
17800 NORTH 85TH STREET  
SCOTTSDALE AZ 85255-9306SHIP TO  
FONTANA POLICE DEPARTMENT  
17005 UPLAND AVENUE  
FONTANA, CA 92335-3528  
ATTN: ROCIO ALONZO  
purchasing@fontana.org

ORDER DATE: 08/20/14		BUYER: SGT. MATT KRAUT		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC: TASER AXON BODY CAMERAS	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			For the purchase of Taser Axon Body Camera's, Taser evidence.com docking station and five (5) Taser evidence user packages and one (1) taserevidence.com administrator service for day to day use for the PoliceDepartment's personnel and training unit per quote # Q-08751-2 dated 8/18/14.		
01	1.00		Per Sole Source Request BODY CAM CAMERA@S, EVIDENCE. COM DOCKING & USER PACKAGES	9178.0000	9,178.00
02	1.00		SHIPPING	41.8600	41.86
03	1.00		ESTIMATED SALES TAX	734.2400	734.24
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 9,954.10
01	40216101	8013	9,178.00		TOTAL \$ 9,954.10
02	40216101	8013	41.86		
03	40216101	8013	734.24		

**VENDOR COPY****APPROVED BY**

PURCHASING OFFICER

## TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**

A. Termination for Default: Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract. The City has the right to terminate for default of:

1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
3. The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.

B. Termination for Convenience: The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:

- a) Stop all performance on the date indicated and to the extent specified;
  - b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
  - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
  - d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
  - e) Complete performance of any portion of the Contract terminated;
  - f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.
2. The Contractor shall be entitled to recover the following costs in a termination for convenience:
- a) The Contractor price for the completed goods accepted by the City but not previously paid for;
  - b) Costs already incurred in the performance of the portion of the Contract terminated;
  - c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
  - d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.
3. In arriving at the amount due to the Contractor, the following shall be deducted:
- a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
  - b) Any claim which the City has against the Contractor under the Contract or any other contract.

C. Termination for Lack of Appropriation: If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.

CITY OF FONTANA

JUSTIFICATION FOR SINGLE OR SOLE SOURCE REQUEST

Date: 08-19-14  
Department/Agency: Fontana Police Department  
Contact: Sgt. Kraut  
Phone: (909) 356-7104  
Req. No:

Description of Services/Item/Supply Requested: 5 Taser Axon Body Cameras, Taser Evidence.com docking station, 5 Taser Evidence.com user packages, 1 Taser Evidence.com administrator service

Recommended Vendor: Taser International

Please state the reason that product/service can be provided only by the recommended vendor (include any back-up information or documentation which supports your recommendation). Use additional sheet if necessary.

*Taser International is the only company that produces the Axon body cameras & Evidence.com secure video storage system.*

Have other providers of the product or service been contacted (please provide detailed information)? Use additional sheet if necessary.

*Taser International is the only provider of these systems.*

How does recommended vendor's prices or fees compare to the general market? Use additional sheet if necessary.

N/A

If recommended vendor could not provide the product or service, how would the agency accomplish this particular task? Use additional sheet if necessary.

We would have to use a less reliable body camera system & incur our own cost of video / data storage.

Authorized Signature:  Date: 8-19-14

**BUSINESS SERVICES USE ONLY**

Buyer Comments:

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Concurrence: \_\_\_\_\_ Date: \_\_\_\_\_

## TASER International

Protect Truth

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: 480.658.0734

**Matt Kraut**  
(909) 356-7104  
mkraut@fontana.org



### Quotation

Quote: Q-08751-2  
Date: 8/18/2014 6:46 PM  
Quote Expiration: 11/28/2014  
Contract Start Date\*: 12/1/2014  
Contract Term: 5 years

**Bill To:**  
Fontana PD  
17005 Upland Ave  
Fontana, CA 92335  
US

**Ship To:**  
Matt Kraut  
Fontana PD  
17005 Upland Ave  
Fontana, CA 92335  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bob Dillon	480.905.2012	rdillon@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Due Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
5.00	73002	BODYCAM, AXON BODY	USD 299.00	USD 1,495.00
5.00	85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM	USD 0.00	USD 0.00
1.00	70026	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	USD 1,495.00	USD 1,495.00
5.00	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 180.00
1.00	85094	5 YEAR TASER ASSURANCE PLAN ETM HUB	USD 0.00	USD 0.00
1.00	85096	5 YEAR TASER ASSURANCE PLAN ETM 6 BAY	USD 0.00	USD 0.00
5.00	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 2,940.00
1.00	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 468.00
400.00	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 600.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
15.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
1.00	85014	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00
Due Net 30 Net Price:				USD 9,178.00

Year 2--Due 1 year from date of order

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
5.00	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 180.00
5.00	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 2,940.00
1.00	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 468.00
400.00	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 600.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
15.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
Year 2--Due 1 year from date of order Net Price:				USD 4,188.00

Year 3--Due 2 years from date of order

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
5.00	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 180.00
5.00	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 2,940.00
1.00	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 468.00
400.00	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 600.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
15.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
Year 3--Due 2 years from date of order Net Price:				USD 4,188.00

Year 4--Due 3 years from date of order

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
5.00	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 180.00
5.00	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 2,940.00
1.00	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 468.00
400.00	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 600.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
15.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
Year 4--Due 3 years from date of order Net Price:				USD 4,188.00

Year 5--Due 4 years from date of order

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
5.00	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 180.00
5.00	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 2,940.00
1.00	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 468.00
400.00	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 600.00
100.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
15.00	85035	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00
Year 5--Due 4 years from date of order Net Price:				USD 4,188.00

Subtotal	USD 25,930.00
Estimated Shipping Cost	USD 41.86
Estimated Tax	USD 1,487.22



Grand Total USD 27,459.08

### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at [http://www.taser.com/images/support/downloads/downloads/evidence\\_materials/Professional\\_Services\\_Agreement.pdf](http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Title:


\_\_\_\_\_

PO# (if needed):

\_\_\_\_\_

Please sign and email to Bob Dillon at [rdillon@taser.com](mailto:rdillon@taser.com) or fax to 480.658.0734

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and  are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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00082335 TASER INTERNATIONAL



Remit Payment to:  
TASER International  
PO BOX 29601  
PHOENIX, AZ 85038-9661  
PH: (480) 991-0797  
FAX: (480) 991-0798  
SALES@TASER.COM  
WWW.TASER.COM

ENTERED  
SEP 22 2014  
ACCOUNTS PAYABLE

## Invoice

Invoice No ..... SI1370377  
Invoice date ..... 9/5/2014  
Page ..... 1 of 1  
Sales order ..... SO140033777  
Purchase order ..... 150353  
Your ref. .... FLEX CONTRACT #C  
Our ref. .... Admin  
Payment ..... Net 30  
Invoice account ..... 107236  
RMA number .....  
Mode of delivery ..... Fedex - Ground  
Terms of delivery ..... FOB Scottsdale (No

BILL TO:  
FONTANA POLICE DEPT. - CA  
17005 UPLAND AVENUE  
FONTANA, CA 92335

SHIP TO:  
FONTANA POLICE DEPT  
17005 UPLAND AVE  
FONTANA, CA 92335

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
73002	-	CAMERA SYSTEM, AXON BODY	5	5	0	299.00	1,495.00
85069	-	5 YEAR TASER ASSURANCE PLAN , BODYCAM	5	5	0		0.00
70026	-	EVIDENCE.COM DOCK, AXON SIX BAY	1	1	0	1,495.00	1,495.00
85096	-	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY	1	1	0		0.00
85094	-	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB	1	1	0		0.00
85079	-	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	5	5	0	36.00	180.00
85078	-	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	5	5	0	588.00	2,940.00
89101	-	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	1	0	468.00	468.00
85035	-	EVIDENCE.COM STORAGE	400	400	0	1.50	600.00
85035	-	EVIDENCE.COM STORAGE	100	100	0		0.00
85035	-	EVIDENCE.COM STORAGE	15	15	0		0.00
85035	-	EVIDENCE.COM STORAGE	100	100	0		0.00
85014	-	AXON 1-DAY SERVICE	1	1	0	2,000.00	2,000.00

Vendor # DD082335  
P.O. # 150353  
Partial ☐ Complete ☒  
Amt. \$ 9708.168  
Acct. # 40216101.8013  
Approval: [Signature]  
Review

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 10/5/2014

Sales Amount	9,178.00
Misc./Handling	0.00
Shipping Freight & Handling	41.86
Sales Tax	488.82
Total	9,708.68
Amount Received	0.00
<b>BALANCE DUE</b>	<b>9,708.68 US</b>



TASER International  
17800 N 85TH STREET  
SCOTTSDALE, AZ 85255  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Packing slip

Packing slip ..... PKG 613986  
Ship date ..... 9/5/2014  
Page ..... 1 of 3  
Sales order ..... SO140033777  
Customer account ..... 107236  
Purchase order ..... 150353  
Your ref. .... FLEX CONTRACT #000C  
Sales rep. .... Admin  
Ship Via ..... FedEx - Ground  
Terms of delivery ..... FOB Scottsdale (No  
RMA number .....

### BILL TO:

FONTANA POLICE DEPT  
17005 UPLAND AVE  
FONTANA, CA 92335

### SHIP TO:

FONTANA POLICE DEPT  
ATTN: MATT KRAUT  
17005 UPLAND AVE  
FONTANA, CA 92335

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
73002	-	CAMERA SYSTEM, AXON BODY	5.00	EA	5.00
85069	-	5 YEAR TASER ASSURANCE PLAN , BODYCAM	5.00	EA	5.00
70026	-	EVIDENCE.COM DOCK, AXON SIX BAY	1.00	EA	1.00
85096	-	5 YEAR TASER ASSURANCE PLAN	1.00	EA	1.00
		EVIDENCE.COM DOCK 6 BAY			
85094		5 YEAR TASER ASSURANCE PLAN	1.00	EA	1.00
		EVIDENCE.COM DOCK HUB			
85079		TASER ASSURANCE PLAN	5.00	EA	5.00
		ETM/EVIDENCE.COM DOCK ANNUAL			
		PAYMENT			
85078		ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	5.00	EA	5.00
89101		PROFESSIONAL EVIDENCE.COM LICENSE:	1.00	EA	1.00
		YEAR 1 PAYMENT			
85035		EVIDENCE.COM STORAGE	400.00	GB	400.00
85035		EVIDENCE.COM STORAGE	100.00	GB	100.00
85035		EVIDENCE.COM STORAGE	15.00	GB	15.00
85035		EVIDENCE.COM STORAGE	100.00	GB	100.00
85014		AXON 1-DAY SERVICE	1.00	EA	1.00

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

### Warranty Expirations

Item number	Serial number	Component Item	Component name	Component Serial	Expiration date
70026	T10714-01946	T00027	TLA, SOM/HUB MODULE ASSY, GRE	X79005534	10/17/2019
70026	T10714-01946	T00042	TLA, 6P FLEX DVR 6P BB HUB, SUP	X80005467	10/17/2019
73002	X78033827	73002	CAMERA SYSTEM, AXON BODY	X78033827	10/17/2019
73002	X78034455	73002	CAMERA SYSTEM, AXON BODY	X78034455	10/17/2019
73002	X78034567	73002	CAMERA SYSTEM, AXON BODY	X78034567	10/17/2019
73002	X78034701	73002	CAMERA SYSTEM, AXON BODY	X78034701	10/17/2019
73002	X78034904	73002	CAMERA SYSTEM, AXON BODY	X78034904	10/17/2019

### BOX: 0001

Item: 70026 EVIDENCE.COM DOCK, AXON SIX E Quantity: 1.00  
T10714-01946  
Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 5.00  
X78033827, X78034455, X78034567, X78034701, X78034904  
Item: 85014 AXON 1-DAY SERVICE Quantity: 1.00

TOTAL QUANTITY ORDERED

640.00

TOTAL QUANTITY SHIPPED

640.00

AI

**TASER International, Inc.'s Sales Terms and Conditions Distributors and Resellers  
(Effective January 15, 2013)**

These Sales Terms and Conditions apply to all TASER International, Inc. ("TASER") products purchased directly from TASER by distributors and resellers. Goods and services sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or other communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

**All Sales Are Final.** All sales are final and no refunds are allowed.

**Pricing and Purchase Orders.** Any purchase order is subject to acceptance and cancellation by TASER at any time and in its sole discretion. Products and services will be invoiced at prices in effect as of date of shipment (invoice date). Prices are not necessarily valid for other future sales and are subject to change without prior notice. Any and all invoice errors must be disputed within 15 days of invoice date and are subject to correction by TASER. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

**Payment Terms.** All payments must be made in U.S. dollars. Terms of payment are within TASER's sole discretion. Payment for the products must be made in advance of shipment unless prior credit arrangements have been agreed to with TASER, in which case payment terms are net 30 days for approved credit. TASER reserves the right to cancel your credit with TASER at any time. Past due accounts will be subject to the maximum legal rate of interest or 15% per month, whichever is less. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. If your account becomes past due or if you are over the approved credit limit, TASER may refuse shipments until the account is paid in full.

For sales to International Buyers only: pre-payment by wire transfer is acceptable if marked for credit of "TASER International" and sent to JP Morgan Bank in Phoenix, Arizona, account number 634912729, ABA number 122100024, SWIFT Code CHASUS33\*\*\*\*. For all letters of credit add a 5% processing fee to all prices.

**Taxes and Fees.** Prices exclude any present or future federal, state, provincial, local, or other governmental taxes, fees, duties, and tariffs applicable to the sale, transportation, or use of the products purchased. You are responsible for all taxes and fees.

**Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Freight charges will be invoiced to and paid for by you as a separate line item. All orders are shipped F.O.B. shipping point or F.O.B./E.X.W. (for International customers) via common carrier, unless otherwise specified. Title and risk of loss pass to you upon delivery to the common carrier by TASER. You must promptly file claims for damaged items with the freight carrier. You are responsible for providing, upon request by TASER and prior to shipment, proof of insurance for goods in transit. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Delivery is typically 4-6 weeks after receipt of order or payment. On-time shipment is dependent upon your promptly supplying all necessary documentation.

**Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Export Restrictions.** You agree to comply with all applicable contracts with TASER, export laws, assurances, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use and resale of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Shipping some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce. Distribution or resale of TASER products is authorized only within (i) the country of ultimate destination listed on the export license; and (ii) the territory in your applicable contract with TASER. No reexport is permitted for certain products without prior U.S. Government authorization.

**Regulations and Restrictions.** Certain countries, states, provinces, municipalities and cities prohibit or regulate the sale and use of some of the TASER products. Many countries require import permits to receive some TASER products. You agree to comply with all applicable laws, codes and license requirements, and controls of the

United States and other applicable jurisdictions in connection with your purchase and resale of the TASER products. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's customer service department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Product Background Checks.** Some products and/or some government regulations require that a background check of the end user purchaser must be completed before the product is sold to the end user purchaser.

**Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for current warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and

notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**Product Warnings.** See TASER's website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary Information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

**Independent Contractors.** No provision of these Sales Terms and Conditions creates a partnership, joint venture, or other combination between TASER and you. You and TASER are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Entire Agreement.** These Sales Terms and Conditions, along with

the product warranty and your applicable contract with TASER, if any, constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty and your applicable contract with TASER, if any, are intended to be discharged or nullified.

**Governing law.** The laws of the State of Arizona, U.S.A., govern this transaction and agreement, without regard to conflicts of law.

"Protect Life" is a trademark of TASER International, Inc., and TASER and the Circle and Lightning Bolt logo are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.



TASER International  
17800 N 85TH STREET  
SCOTTSDALE, AZ 85255  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Packing slip

Packing slip ..... PKG 613986  
Ship date ..... 9/5/2014  
Page ..... 3 of 3  
Sales order ..... SO140033777  
Customer account ..... 107236  
Purchase order ..... 150353  
Your ref. .... FLEX CONTRACT #000C  
Sales rep. .... Admin  
Ship Via ..... Fedex - Ground  
Terms of delivery ..... FOB Scottsdale (No  
RMA number .....

Item: 85035	EVIDENCE.COM STORAGE	Quantity:	615.00
Item: 85069	5 YEAR TASER ASSURANCE PLAN	Quantity:	5.00
Item: 85078	ULTIMATE EVIDENCE.COM ANNUAL	Quantity:	5.00
Item: 85079	TASER ASSURANCE PLAN ETM/EVI	Quantity:	5.00
Item: 85094	5 YEAR TASER ASSURANCE PLAN	Quantity:	1.00
Item: 85096	5 YEAR TASER ASSURANCE PLAN	Quantity:	1.00
Item: 89101	PROFESSIONAL EVIDENCE.COM LI	Quantity:	1.00

**CITY OF FONTANA**8353 SIERRA AVENUE  
FONTANA, CA 92335**REMITTANCE TO ACCOUNTS PAYABLE**8353 SIERRA AVENUE  
FONTANA, CA 92335**PURCHASE ORDER NO. 150365**

PAGE NO. 1

Confirming - No

rdillon@taser.com

VENDOR  
00082335 FAX: 480-658-0734  
TASER INTERNATIONAL  
17800 NORTH 85TH STREET  
SCOTTSDALE AZ 85255-9306SHIP TO  
FONTANA POLICE DEPARTMENT  
17005 UPLAND AVENUE  
FONTANA, CA 92335-3528ATTN: ROCIO ALONZO  
purchasing@fontana.org

ORDER DATE: 08/26/14		BUYER: SGT. MATT KRAUT		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: TASER	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
For the purchase of (5) Taser X26P Electronic Control Devices for the Police Department, per quote #00029204 dated 8/26/14.					
Per Sole Source Request					
01	50.00		CARTRIDGE - 25@ HYBIRD	26.5500	1,327.50
03	5.00		CLASS III X26 P PART #11003	873.8500	4,369.25
04	5.00		BLACKHAWK HOLSTER PART #11501	51.7500	258.75
05	1.00		KIT DATAPORT DOWNLOAD PART #22013	159.9500	159.95
06	5.00		FOUR YEAR WARRANTY	269.9900	1,349.95
07	5.00		XPPM BATTERY PACK	61.9500	309.75
08	1.00		SALES TAX	580.4100	580.41
09	1.00		SHIPPING & HANDLING	94.3200	94.32
TRADE-IN/DISCOUNT:					-520.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 7,929.88
01	40322101	8013	1,327.50		TOTAL \$ 7,929.88
03	40322101	8013	3,849.25		
04	40322101	8013	258.75		
05	40322101	8013	159.95		
06	40322101	8013	1,349.95		
07	40322101	8013	309.75		
08	40322101	8013	580.41		
09	40322101	8013	94.32		

**VENDOR COPY****APPROVED BY**

PURCHASING OFFICER

## TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**

A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract. The City has the right to terminate for default of:

1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
3. The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.

B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:

- a) Stop all performance on the date indicated and to the extent specified;
- b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
- c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
- d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
- e) Complete performance of any portion of the Contract terminated;
- f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.

2. The Contractor shall be entitled to recover the following costs in a termination for convenience:

- a) The Contractor price for the completed goods accepted by the City but not previously paid for;
- b) Costs already incurred in the performance of the portion of the Contract terminated;
- c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
- d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.

3. In arriving at the amount due to the Contractor, the following shall be deducted:

- a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
- b) Any claim which the City has against the Contractor under the Contract or any other contract.

C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.



CITY OF FONTANA

JUSTIFICATION FOR SINGLE OR SOLE SOURCE REQUEST

Date: **8-18-14**  
Department/Agency: Police Department  
Contact: Sgt. Kraut  
Phone: (909) 356-7104  
Purchasing Order Number:

Description of Services/Item/Supply Requested: *5 – Taser X26 Electronic Control Devices, 5 – Taser Holsters, 5 Taser batteries, and 50 – 25 foot Taser cartridges.*

Recommended Vendor: *Taser International*

Please state the reason that product/service can be provided only by the recommended vendor (include any back-up information or documentation which supports your recommendation). Use additional sheet if necessary.

*Our department has several out of warranty inoperable Taser devices. Taser International is currently offering a \$125 discount on each device when an inoperable Taser device is traded in. This "buy-back" program will save us a significant amount versus buying the Taser devices through a vendor that does not offer the same program.*

Have other providers of the product or service been contacted (please provide detailed information)? Use additional sheet if necessary.

*Yes... Taser International has provided us with the attached quote. Taser International is also the only manufacturer of the electronic control device & provides us with instructor / user certification for their product.*

How does recommended vendor's prices or fees compare to the general market? Use additional sheet if necessary.

*The cost through Taser International is the same as any of their vendors' prices, however, they provide the buy-back discount mentioned above.*

If recommended vendor could not provide the product or service, how would the agency accomplish this particular task? Use additional sheet if necessary.

*We would buy through a vendor that does not offer the buy-back discount.*

Authorized Signature:  Date: **8/18/14**

PURCHASING OFFICE USE ONLY

Buyer Comments:

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Prepared By Brian Black  
Company Name TASER International  
Company Address 17800 N. 85th Street  
Scottsdale, AZ 85255-9603  
US  
Phone 800-978-2737  
E-mail bblack@taser.com

Created Date 8/26/2014  
Fax 480-991-0791  
Expiration Date 9/26/2014  
Quote Number 00029204

#### Customer Information

Account Name Fontana Police Dept. - CA  
Contact Name Matt Kraut  
AX Account Number 107236

Email mkraut@fontana.org  
Phone (909) 356-7104

#### Shipping and Billing Information

Bill To Name Fontana Police Dept. - CA  
Bill To 17005 Upland Avenue  
Fontana, CA 92335  
US

Ship To Name Fontana Police Dept. - CA  
Ship To 17005 Upland Avenue  
Fontana, CA 92335  
US

Part Number	Product	Quantity	Sales Price	Total Price
44203	CARTRIDGE - 25' HYBRID	50.00	USD 26.55	USD 1,327.50
Handle Only Upgrade: \$65 credit	Handle Only Upgrade: \$65 credit	8.00	USD -65.00	USD -520.00
11003	HANDLE, YELLOW, CLASS III, X26P	5.00	USD 873.85	USD 4,369.25
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	5.00	USD 51.75	USD 258.75
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 159.95	USD 159.95
11004	WARRANTY, 4 YEAR, X26P	5.00	USD 269.99	USD 1,349.95
11010	XPPM, BATTERY PACK, X26P	5.00	USD 61.95	USD 309.75

Subtotal USD 7,255.15  
Total Price USD 7,255.15  
Tax USD 580.41  
Shipping and Handling USD 94.32  
Grand Total USD 7,929.88

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only),

as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:

00082335 TASER INTERNATIONAL



**TASER**  
PROTECT LIFE

Remit Payment to:

TASER International  
PO BOX 29664  
DEPARTMENT 2018  
PHOENIX, AZ 85038-0861  
PH: (480) 991-0797  
FAX: (480) 991-0797  
SALES@TASER.COM  
WWW.TASER.COM

ACCOUNTS PAYABLE

*Michelle B.*

# Invoice

Invoice No ..... SI1374230  
Invoice date ..... 10/8/2014  
Page ..... 1 of 1  
Sales order ..... SO140039586  
Purchase order ..... 150365  
Your ref. .... TRADE IN  
Our ref. .... 00247  
Payment ..... Net 30  
Invoice account ..... 107236  
RMA number .....  
Mode of delivery ..... Fedex - Ground  
Terms of delivery ..... FOB Destination

BILL TO:

CITY OF FONTANA  
ATTN: ACCOUNTS PAYABLE  
8353 SIERRA AVE  
FONTANA, CA 92335

SHIP TO:

FONTANA POLICE DEPT  
17005 UPLAND AVE  
FONTANA, CA 92335

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
11003	-	HANDLE, YELLOW, CLASS III, X26P	5	5	0	873.85	4,119.25
11004	-	WARRANTY, 4 YEAR, X26P	5	5	0	269.99	1,274.95
44203	G	CARTRIDGE - 25' HYBRID	50	50	0	26.55	1,327.50
11501	X1	LSTER, BLACKHAWK, RIGHT, X26P	5	5	0	51.75	258.75
44HT00BK-R-B							
22013	B	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	1	0	159.95	159.95
11010	X1	XPPM, BATTERY PACK, X26P	5	5	0	61.95	309.75

PLEASE INCLUDE PO #150365 ON ALL INVOICES, PACKAGES, PACKING LISTS, BILLS OF LADING, CORRESPONDENCE

PLEASE SHIP ASAP

Vendor # 00082335  
P.O. # NONE  
Partial ☒ Complete ☒  
Amt. \$ 100.02  
Acct. # 40322101.8013 MB  
Approval: [Signature]  
Review [Signature]

Vendor # 00082335  
P.O. # 150365  
Partial ☒ Complete ☒  
Amt. \$ 7929.68  
Acct. # 40322101.8013 MB  
Approval: [Signature]  
Review [Signature]

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 11/7/2014

Sales Amount	7,450.15
Misc./Handling	0.00
Shipping Freight & Handling	94.32
Sales Tax	494.03
Total	8,038.50
Amount Received	0.00
<b>BALANCE DUE</b>	<b>8,038.50 US</b>

10/21/14  
RL [Signature]



TASER International  
17800 N 85TH STREET  
SCOTTSDALE, AZ 85255  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Packing slip

Packing slip .....: PKG 618744  
Ship date .....: 10/8/2014  
Page .....: 1 of 3  
Sales order .....: SO140039586  
Customer account .....: 107236  
Purchase order .....: 150365  
Your ref. ....: TRADE IN  
Sales rep. ....: 00247  
Ship Via .....: Fedex - Ground  
Terms of delivery .....: FOB Destination (No  
RMA number .....

### BILL TO:

CITY OF FONTANA  
ATTN: ACCOUNTS PAYABLE  
8353 SIERRA AVE  
FONTANA, CA 92335

### SHIP TO:

FONTANA POLICE DEPT  
ATTN: SGT MATT KRAUT  
17005 UPLAND AVE  
FONTANA, CA 92335

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
11003	-	HANDLE, YELLOW, CLASS III, X26P	5.00	EA	5.00
11004		WARRANTY, 4 YEAR, X26P	5.00	EA	5.00
44203	G	CARTRIDGE - 25' HYBRID	50.00	EA	50.00
11501	X1	LSTER, BLACKHAWK, RIGHT, X26P	5.00	EA	5.00
		44HT00BK-R-B			
22013	B	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	EA	1.00
11010	X1	XPPM, BATTERY PACK, X26P	5.00	EA	5.00

PLEASE INCLUDE PO #150365 ON ALL INVOICES, PACKAGES, PACKING LISTS, BILLS OF LADING, CORRESPONDENCE

PLEASE SHIP ASAP

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

### Warranty Expirations

Item number	Serial number	Component Item	Component name	Component Serial	Expiration date
11003	X130018XR	11003	HANDLE, YELLOW, CLASS III, X26P	X130018XR	11/19/2019
11003	X1300199V	11003	HANDLE, YELLOW, CLASS III, X26P	X1300199V	11/19/2019
11003	X130019C0	11003	HANDLE, YELLOW, CLASS III, X26P	X130019C0	11/19/2019
11003	X130019E5	11003	HANDLE, YELLOW, CLASS III, X26P	X130019E5	11/19/2019
11003	X130019RY	11003	HANDLE, YELLOW, CLASS III, X26P	X130019RY	11/19/2019

### BOX: 0001

Item: 11003 HANDLE, YELLOW, CLASS III, X26P Quantity: 5.00

X130018XR, X1300199V, X130019C0, X130019E5, X130019RY

Item: 11004 WARRANTY, 4 YEAR, X26P Quantity: 5.00

Item: 11010 XPPM, BATTERY PACK, X26P Quantity: 5.00

Item: 11501 HOLSTER, BLACKHAWK, RIGHT, X2 Quantity: 5.00

Item: 22013 KIT, DATAPORT DOWNLOAD, USB, Quantity: 1.00

Item: 44203 CARTRIDGE - 25' HYBRID Quantity: 50.00

C41044RE1, C41044RET, C41044RFM, C41044RH1, C41044RHR, C410450DD, C410450KV, C410452AV, C41045347, C41045348

TOTAL QUANTITY ORDERED

71.00

TOTAL QUANTITY SHIPPED

71.00

AI

**TASER International, Inc.'s Sales Terms and Conditions Distributors and Resellers**  
(Effective January 15, 2013)

These Sales Terms and Conditions apply to all TASER International, Inc. ("TASER") products purchased directly from TASER by distributors and resellers. Goods and services sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or other communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

**All Sales Are Final.** All sales are final and no refunds are allowed.

**Pricing and Purchase Orders.** Any purchase order is subject to acceptance and cancellation by TASER at any time and in its sole discretion. Products and services will be invoiced at prices in effect as of date of shipment (invoice date). Prices are not necessarily valid for other future sales and are subject to change without prior notice. Any and all invoice errors must be disputed within 15 days of invoice date and are subject to correction by TASER. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

**Payment Terms.** All payments must be made in U.S. dollars. Terms of payment are within TASER's sole discretion. Payment for the products must be made in advance of shipment unless prior credit arrangements have been agreed to with TASER, in which case payment terms are net 30 days for approved credit. TASER reserves the right to cancel your credit with TASER at any time. Past due accounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. If your account becomes past due or if you are over the approved credit limit, TASER may refuse shipments until the account is paid in full.

For sales to International Buyers only: pre-payment by wire transfer is acceptable if marked for credit of "TASER International" and sent to JP Morgan Bank in Phoenix, Arizona, account number 634912729, ABA number 122100024, SWIFT Code CHASUS33\*\*\*\*. For all letters of credit add a 5% processing fee to all prices.

**Taxes and Fees.** Prices exclude any present or future federal, state, provincial, local, or other governmental taxes, fees, duties, and tariffs applicable to the sale, transportation, or use of the products purchased. You are responsible for all taxes and fees.

**Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Freight charges will be invoiced to and paid for by you as a separate line item. All orders are shipped F.O.B. shipping point or F.O.B./E.X.W. (for International customers) via common carrier, unless otherwise specified. Title and risk of loss pass to you upon delivery to the common carrier by TASER. You must promptly file claims for damaged items with the freight carrier. You are responsible for providing, upon request by TASER and prior to shipment, proof of insurance for goods in transit. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Delivery is typically 4-6 weeks after receipt of order or payment. On-time shipment is dependent upon your promptly supplying all necessary documentation.

**Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Export Restrictions.** You agree to comply with all applicable contracts with TASER, export laws, assurances, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use and resale of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Shipping some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce. Distribution or resale of TASER products is authorized only within (i) the country of ultimate destination listed on the export license, and (ii) the territory in your applicable contract with TASER. No reexport is permitted for certain products without prior U.S. Government authorization.

**Regulations and Restrictions.** Certain countries, states, provinces, municipalities and cities prohibit or regulate the sale and use of some of the TASER products. Many countries require import permits to receive some TASER products. You agree to comply with all applicable laws, codes and license requirements, and controls of the

United States and other applicable jurisdictions in connection with your purchase and resale of the TASER products. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's customer service department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Product Background Checks.** Some products and/or some government regulations require that a background check of the end user purchaser must be completed before the product is sold to the end user purchaser.

**Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for current warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and

notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

**Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries.** Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**Product Warnings.** See TASER's website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

**Independent Contractors.** No provision of these Sales Terms and Conditions creates a partnership, joint venture, or other combination between TASER and you. You and TASER are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Entire Agreement.** These Sales Terms and Conditions, along with

the product warranty and your applicable contract with TASER, if any, constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty and your applicable contract with TASER, if any, are intended to be discharged or nullified.

**Governing law.** The laws of the State of Arizona, U.S.A., govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' is a trademark of TASER International, Inc., and TASER and the 'Circle and Lightning Bolt' logo are registered trademarks of TASER International, Inc., registered in the U.S. ©2013 TASER International, Inc. All rights reserved.



TASER International  
17800 N 85TH STREET  
SCOTTSDALE, AZ 85255  
PH: (480) 991-0797  
FAX: (480) 991-0791  
SALES@TASER.COM  
WWW.TASER.COM

## Packing slip

Packing slip .....: PKG 618744  
Ship date .....: 10/8/2014  
Page .....: 3 of 3  
Sales order .....: SO140039586  
Customer account .....: 107236  
Purchase order .....: 150365  
Your ref. ....: TRADE IN  
Sales rep. ....: 00247  
Ship Via .....: Fedex - Ground  
Terms of delivery .....: FOB Destination (No

C4104534X, C4104536K, C4104537F, C41045393, C4104539T, C410453K3, C410453NK, C410453XE, C4104545R, C4104546D  
C410454HV, C410454RH, C410454V1, C410454V2, C410454VM, C41045516, C41045524, C41045573, C410455D1, C410455EA  
C410455HE, C410455TW, C410455WA, C410455XV, C41045607, C410457A8, C410457H3, C410457HR, C410457K8, C410457RK  
C41045807, C410458PW, C410458R6, C41045918, C4104591D, C41045A0R, C41045ACH, C41045ACP, C41045ADK, C41045AE4